

## **The complaint**

Mr C complains Barclays Bank UK PLC told him it would remove a CIFAS marker it had recorded against him but then said it had misinformed him. He feels the bank has treated him unfairly.

## **What happened**

I set out a summary of what happened below:

Mr C has a CIFAS marker recorded against him by Barclays. He contacted to see what he could do to deal with that situation as it was affecting his ability to get credit. He and his sister (who was assisting him) spoke to two different call handlers at the bank, who both told him if he repaid the outstanding balance on his account, the marker would be removed. Mr C requested confirmation in writing but was told this wouldn't be necessary.

With the help of his family, Mr C got the funds together and repaid what he owed. However, the marker wasn't removed.

He contacted the bank again and was told he needed to raise a complaint to get the marker removed. Mr C explained what he'd been told, the steps he'd taken and that he wasn't happy.

Barclays issued a final response letter. In it, it misrepresented Mr C's complaint, identifying he was unhappy with its decision to record the marker. It accepted it had made a mistake in telling him the marker would be removed. To say sorry, it offered to pay £200 for the distress and inconvenience caused but didn't agree to remove the loading.

Mr C didn't accept the offer. He referred his complaint to us. In doing so, he made the following points:

- The bank had accepted it had given him wrong information. He'd relied on their instructions. Given this, it was only fair it removed the marker
- It had done a poor job of responding to his complaint. It wrongly said he was unhappy with the initial registration of the marker
- When he called to speak with the complaint handler, they'd been dismissive of his concerns, saying he owed the money. But he'd never disputed this

One of our investigators looked into what had happened. She didn't think Barclays had made a mistake when it had recorded the marker, so she didn't think it needed to be removed. She went onto agree it had provided poor service in the misinformation it had given Mr C when he'd called to see what he could do about it. But she felt the bank's offer to pay £200 fairly reflected the impact on him.

Mr C didn't agree. He asked to escalate his complaint to an ombudsman as the second and final stage in our process. He said the investigator had made the same mistake as the bank in dealing with a complaint about the registration of the marker – he'd never disputed that.

His complaint was the bank said it would remove it and wasn't honouring that. He added that the matter had a profound effect on his mental health.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I have decided not to uphold this complaint as I consider Barclays has made a fair and reasonable offer to resolve it. I will explain my reasons. Although I have read and considered all the evidence I will focus on what I consider to be the central issues.

Mr C has explained his complaint doesn't relate to Barclays decision to record the marker, so I'm not going to deal with that in this decision. Other than to say, it's disappointing the bank didn't grasp this. I've no doubt this would have been frustrating given how the complaint arose.

Barclays has accepted it made a mistake with the information its agents gave to Mr C. While I appreciate Mr C feels Barclays should have to stand by what he was told, I don't share that view. To me, it wouldn't be reasonable to bind it to what was clearly a mistake in his favour - any more than it would be to bind Mr C had Barclays error been disadvantageous to him.

The appropriate way to resolve the case is for the bank to say sorry and offer compensation which reflects the impact this has had. I can see that the bank apologised and offered £200. I think this is fair, as it recognises Mr C was caused upset, including a loss of expectation. But also, that he was put to unnecessary inconvenience in gathering the funds and then contacting Barclays to raise his concerns when the removal didn't materialise.

I've thought about what he's said about the difficulty this caused but I don't think this would lead to me reaching a different outcome, because Barclays could have at any point taken recovery action against him for repayment. I want to stress that I am not unsympathetic to his situation but in considering the matter and appropriate resolution, I need to take account of all the facts.

### **My final decision**

My final decision is Barclays Bank UK Plc should pay Mr C £200 to settle his complaint. I make no other award or direction.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 November 2024.

Sarita Taylor  
**Ombudsman**